

Elements of the Traditional Rules of English Civil Jurisdiction

Aim:

To outline the so-called traditional rules of civil jurisdiction in relation to:

- a defendant's presence in England;
- his submission to the jurisdiction of the court; and
- the circumstances under which a defendant out of the jurisdiction may be served with a writ.

Objectives.

After careful study of the following notes, and other prescribed readings for of this lecture, you will be able to:

1. Cite the appropriate case law and discuss the statutory authority relating to the service of a writ on a defendant who is present in England, or who has established a place of business in England, but who is not domiciled in another Member State of the EC;
2. Explain how a defendant may be deemed to have submitted to the jurisdiction of the English court;
3. Discuss the requirements to be met for a court to exercise its discretion and serve a writ out of the jurisdiction; and discuss, in detail, the provisions of RSC Order II r.1(1), especially the rules contained in paragraphs (a) to (f).

Introduction.

Jurisdiction is an ambiguous term. Firstly, it seems to equate with a territorial unit or law district: so to be within the jurisdiction is synonymous with being in that particular country or law district. However, for conflict of laws purposes, a second meaning is often preferable, viz; that when a court has jurisdiction over a case, it means that the court is competent to hear and decide it. The jurisdiction of the court may be in respect of an action *in personam* or an action *in rem*. An action *in personam* is an action brought to compel a defendant to do or to refrain from doing something or to pay damages. An action *in rem* is an action such as that against a ship or a freight aircraft when jurisdiction of the court depends upon the presence of the *res* in England.

In essence, jurisdiction may be classified either as being based on common law jurisdiction (the traditional approach), which is applicable when the defendant is *not* domiciled within the European Community [the focus of this Lecture]; or jurisdiction under (principally) the **1968 Brussels Convention** as enacted by the **Civil Jurisdiction and Judgements Act 1982**; and this applies when the defendant *is* domiciled within the European Community.¹

The effect, however, must be seen in the wider context of whereas it is the **Brussels Convention** which governs jurisdiction *in personam* where the defendant *is* domiciled in one of the Member States of the European Community, it is another parallel (very similar / almost identical) convention - the **Lugano Convention** - that applies when the defendant is domiciled, not in an EC Member State, but in an EFTA country (Iceland, Norway, Switzerland). Moreover, if, *inter alia*, the defendant is domiciled not within an EC Member State nor an EFTA country, but within the United Kingdom, another convention, the **Modified Convention** applies. The effect of the Modified Convention is that it applies to situations that are within the material scope of the Brussels Convention but, because Scotland and Northern Ireland are regarded as different countries from England, the general rule is that a defendant domiciled in one of those countries must be sued there, not in England.

Courts Having Jurisdiction to Interpret the Conventions

What is known as the **Luxembourg Protocol** provides that the **ECJ** shall have jurisdiction to give rulings on the interpretation of the **Brussels Convention** but **NOT** on the **Lugano Convention** nor the **Modified Convention**. Whereas the jurisdiction under the Brussels Convention is *not* exclusive to the ECJ, any interpretation of the provisions of (say) the Brussels Convention by an English court must, by virtue of **s.3(1) Civil Jurisdiction and Judgments Act 1982 (CJJA 1982)** be in accordance with the principles laid down by, and any relevant decision of, the ECJ.

It is **Article 4** of the **Brussels Convention** that permits a court to employ its traditional rules of jurisdiction if the defendant is not domiciled in a **Contracting State**, i.e., a Member State of the EC.

¹ See Part III

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1. The Traditional Rules: Action *in personam* Where the Defendant is not Domiciled in the EC.

An English court has jurisdiction to hear and determine a case if

1. the defendant is *present* in England; or
2. the defendant *submits* to the jurisdiction of the court; or
3. it (the court) exercises its discretion under RSC O.11 to grant leave to serve a writ on the defendant who is neither present in England nor has he submitted to the jurisdiction of the courts.

(i). Where the Defendant is Present in England.

It is a firmly established principle that: “*whoever is served with the King’s writ and can be compelled consequently to submit to the decree made is a person over which the courts have jurisdiction.*”²

The general rule is that this principle applies even if the defendant is in England only for a very short time: no minimum time has to lapse before the writ can be served.

Colt v Sarlie: A company incorporated in New York obtained a judgment in New York against a Frenchman and sought to enforce it in England by serving a writ on him at a London hotel where he was staying for one night.

HELD: The English court had jurisdiction over him.³

Maharane of Baroda v Wildenstein. Both M and W lived in Paris. M had bought from W, in Paris, for £33,000, a painting described in a sale catalogue as *La Poesie* by Francois Boucher. Later, M learned that it was probably a copy and worth about £750. M took out a writ in England, claiming rescission of the contract and repayment of the price, and within a year had it served on W when he came from France to pay a fleeting visit to England to attend the Ascot races. W applied to have M’s actions set aside on the ground that it was frivolous and vexatious and an abuse of the process of the court.⁴

HELD: “In this case the writ has been properly served on the defendant in this country. ... [M] has validly invoked the jurisdiction of our courts in this, the one and only action she has brought”. per **Lord Denning MR**. The decision was supported by **Edmund Davies LJ** who added that: “Both in taking ... out [the writ] and serving it (albeit when the defendant was only fleetingly on British soil) [M] was doing no more than our law permits ... Some might regard her action as bad form; none can legitimately condemn it as an abuse of legal process ... “

However, the principle in **Russell v Cayzer, Irvine** may not be applicable if the defendant has been tricked into or kidnapped and brought into England.⁵

A criticism of the exercise of this traditional jurisdiction is leveled at the mere presence of the defendant in England being sufficient for the court to exercise its jurisdiction: some believe the requirement for residence would be preferable.⁶ However, two points favouring presence are, (i); the virtue of simplicity. As **Collier** notes: *it is obvious if a person is here, but not so obvious where he is resident or domiciled; (ii) its hardness, if it has that quality, can be tempered by the court exercising its discretion to stay the action if it thinks it should more properly have been brought elsewhere.*

Serving A Writ

1. Serving a writ on an individual (a natural person)

RSC 0.65 r.2 provides that a writ may be served on an *individual* by personal service, i.e. by handing over to the defendant a copy of the writ (sealed by the Central Office of the Law Courts) or by informing him of its nature and then leaving it close to him if he refuses to accept it. Alternatively, **RSC O.10 r.2** provides that:

“A writ for service on a defendant within the jurisdiction may, instead of being served personally on him be served: (a) by sending a copy of the writ by first class post to the defendant at his usual or last known address; or (b) if there is a letter box for that address by inserting through the letter box a copy of the writ enclosed in a sealed envelope addressed to the defendant.”

2 per **Viscount Haldane**, **John Russell v Cayzer, Irvine and Co Ltd** [1916] 2 AC 298.

3 **Colt Industries v Sarlie (No.1)** [1966] 1 WLR 440 (CA)

4 **Maharane of Baroda v Wildenstein** [1972] 2QB 283 :

5 **Watkins v North American Timber Co.** (1904).

6 **N.B.**: Under the provisions of the **Civil Jurisdiction and Judgements Act 1982**, which enacts the **Brussels Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, 1968**, it must be emphasised that mere presence does *not* suffice for jurisdiction over defendants domiciled elsewhere in the EC

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A writ was deemed to have been validly served within the jurisdiction when, the defendant arrived at Heathrow Airport at 17.30 but he was informed of a writ that had been pushed through the letter box of his London flat at 15.30 that same day. The fact that he did not go to the flat but returned to Geneva the next day was irrelevant: that he knew of the writ whilst in the jurisdiction was sufficient to bring about valid service of the writ.⁷

2. Serving a writ on a partnership

In relation to a *partnership*, RSC O.81 provides that personal service may be effected either by personal service on a partner or by service on the person having control of the business at the principal place of business. Service of the writ by either method will suffice to give the court jurisdiction over all the partners notwithstanding that one or more partners may not be in England at the time the writ is served.

3. Serving a writ on a corporation

If the defendant is a company incorporated under the companies Acts, then s.725 Companies Act 1985 provides that:

- (i) a writ can be served on it by leaving it at, or posting it to, the Registered Office;
- (ii) if the company is registered in Scotland but carries on business in England and Wales, the writ may be served by leaving it at or sending it by post to the company's principal place of business in England and Wales though, in addition, a copy of the writ must be sent to the company's registered office in Scotland.

4. Serving a writ on a foreign company that has established a place of business in England

Where the company is incorporated in some other foreign country it is nevertheless, regarded as being present in England if it carries on business in England. In terms of serving a writ on such a company, it will normally suffice if it is posted to a person who is authorized to accept it on the company's behalf.⁸ However, should the named person be deceased or be no longer resident at the address given, then the writ may be served by leaving it at or posting it to any place of business established by the company in Great Britain.

As to what constitutes an *established place of business* fell to be decided in **South India Shipping Corp. Ltd. v Export - Import Bank of Korea [1985] 1 WLR 585**. Here, the bank did not carry on the recognized banking practices of accepting deposits and making loans. What it did have, however, were premises and staff within the jurisdiction; it conducted external relations with other banks; it carried out the necessary line of enquiries prior to obtaining loans for clients; it sought to publicise the bank and it encouraged trade between the United Kingdom and Korea.

HELD: "... a company established a place of business within Great Britain if it carried on part of its business activities within the jurisdiction and it was not necessary for those activities to be either a substantial part of or more than incidental to the main objects of company" per **Ackner LJ**. Accordingly, the Export-Import Bank of Korea had established a place of business within Great Britain.⁹

(ii). Where the Defendant has Submitted to the Jurisdiction of the English Court.

A defendant who is not present in England may, nevertheless, confer jurisdiction on the English court by way of submitting to it. Submission to jurisdiction may occur in any one of four ways:

I The defendant accepts service of an English writ.

This may occur, for example, by way of the defendant instructing a solicitor in England to go on the court record and accept service on his behalf. If the solicitor endorses the writ with a statement that he has done so, then the writ is deemed to have been duly served upon the defendant.¹⁰ Alternatively, the defendant may submit by way of unconditionally acknowledging the service of the writ upon himself.

II The defendant pleads to the merits of the case.

If, for example, D pleads to the merits of the case by way of disputing liability for breach of contract then he will be taken to have submitted to the jurisdiction of the court.¹¹ He will also be taken to have submitted if he asks the court to stay its proceedings since, implicit in such a stay, is acknowledgement that the court has jurisdiction.¹²

7 *Barclays Bank of Swaziland v. Hahn* (1989)

8 as provided for in s.691(1) of the Companies Act 1985

9 See also: *Cleveland Museum of Art v. Capricorn Art International* [1990] 2 Lloyd's Rep 166, where it was held that it could be deduced that a place of business had been established, given that the defendant's used their premises as extensive storage facilities for highly insured works of art and that they permitted the viewing of works of art there

10 RSC O.10, r.1(4).

11 *Boyle v Sacker* (1888).

12 *The Messianiki Tolmi* (1984).

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However, if D merely argues that the court has no jurisdiction over him, this does not constitute submission.¹³ Furthermore, if D combines his challenge to the jurisdiction of the court with a request that the court should stay its proceedings pending the outcome of proceedings abroad, then this does not constitute submission.¹⁴ Finally, a D who challenges the issue of an interlocutory injunction to restrain him from removing his assets out of England (a Mareva injunction) does not submit to the court's jurisdiction.¹⁵

III A Plaintiff who is resident in a foreign country sues a person within the jurisdiction of the English court. This gives the English court jurisdiction over any counterclaim made by the defendant arising out of a matter related to P's claim, though not to a matter unrelated to D's claim.¹⁶

Whereas methods of submission in (I)-(III) are methods of submission by way of D's conduct, i.e. the court may deduce from D's conduct that he has submitted to its jurisdiction, the fourth and last method of submission is based on prior agreement, i.e.:

IV The Defendant Contracts to Submit.

Where D has contracted with P to submit any dispute arising from the principal transaction between them to the jurisdiction of the English court and he has agreed that a writ may be served on him or upon someone else on his behalf within the jurisdiction, he thereby submits to the jurisdiction of the English court. If no place for service of the writ within the jurisdiction is identified, service out of the jurisdiction is at the court's discretion.¹⁷

(iii). Service of a Writ Outside the Jurisdiction Where Leave is Given Under RSC O.11, r.1(1).

As noted, at common law the court does not have jurisdiction over a defendant who is resident abroad unless either a writ is served on him when he is present in England¹⁸ or when he submits to the court's jurisdiction. Thus, the obvious lacunae is the inability to sue a defendant who is not present in England nor has he submitted to the jurisdiction of the court. This lacunae remained even if England was the appropriate forum in which to hear and determine the dispute.

The first attempt at eliminating this unsatisfactory situation was provided for by the enactment of the *Common Law Procedure Act 1852*. This Act introduced the concept of an extended or exorbitant or assumed jurisdiction i.e. it gave the court a discretionary power to summon before it a defendant (irrespective of domicile / country of residence / nationality) who was not present in England, by having him served with the writ or notice of the writ.

This exorbitant jurisdiction¹⁹ is without parallel in other countries. Consequently, the principles of international comity require the adherence to guidelines to ensure that its exercise is not abused. Indeed, it has been said that this discretionary power must be exercised ... with extreme caution and with full regard in every case to the circumstances.²⁰

Predictably, then, the courts developed, piecemeal, factors to be taken into consideration before exercising their discretion to grant leave under what is now *O.11, r.1(1)* of the *Rules of the Supreme Court: RSC O.11, r.1(1)*.

The factors have been frequently refined over the years by the courts and are currently those refined by the *House of Lords in Seaconsar Far East Ltd v. Bank Markazi Jomhouri Islami Iran* [1994] 1 AC 438, viz;

- 1) The plaintiff must have a serious issue to be tried. This may be a substantial question of fact or law;
- 2) the plaintiff's claim falls within one of the paragraphs of O.11 r.1(1); and
- 3) he satisfies the court that England is the *forum conveniens* in that it is the forum in which the case "may be tried more suitably for the interests of the parties and the ends of justice" .²¹

The focus now is on **RSC O.11: The Principal Heads. Rule 1(1)**

Rule 1(1) provides for specific circumstances in which leave may be granted *in actions begun ... by writ*. It is submitted that the principal heads are: (a)-(f); i.e.

13 *Re Dulles' Settlement (No. 2)* (1951).

14 *Williams & Glyn's Bank v Astro Dinamico* (1984).

15 *Obikoya v Silvernorth* (1983).

16 *High Commissioner For India v Gosh* (1960); *United Bank Of The Middle East v Clapham* (1981).

17 *RSC O.11 r.1(1)(d)(iv)*.

18 *Maharane of Baroda v Wildenstein* (1972)

19 *Mackender v Feldia* (1967)

20 *Cordova Land Co. Ltd. v Victor Brothers* (1966).

21 per Lord Goff in *Spiliada Maritime Corporation v. Cansulex* [1987] AC 460

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- (a) Where relief is sought against a person *domiciled* within the jurisdiction;
- (b) Where an *injunction* is sought ordering the defendant to do or refrain from doing anything within the jurisdiction;
- (c) Where the claim is brought against a person duly served within or out of the jurisdiction and a person out of the jurisdiction is a *necessary or proper party* thereto;
- (d) Where the claim is brought to enforce, rescind, dissolve, annul or otherwise affect a contract, or to recover damages or obtain other relief in respect of the breach of contract ... [and this paragraph is then further sub-divided into another four rules];
- (e) [Another heading on contract: *breach*]; and
- (f) Where the claim is founded on a *tort* and the damage was sustained, or resulted from an act committed, within the jurisdiction.

r.1(1)(a): Where D is Domiciled Within the Jurisdiction.

Here, the concept of domicile does not equate with that at common law. Domiciled in *RSC O.11, r.1(1)* means domiciled in accordance with the provisions in *ss.41-46 Civil Jurisdiction and Judgements Act 1982 (CJJA 1982)* as amended by the *CJJA 1991*. In essence, domicile means that

- (i) D is resident in a particular law district and that
- (ii) the nature and circumstances of his residence indicate that he has a *substantial connection* with it. Under *s.41(6)* a presumption of substantial connection arises where a person has been resident in the *United Kingdom* for the last three months.

Cheshire & North say this provision ... *renders jurisdiction possible over practically any kind of action against an absent person (including a corporation), provided that he is domiciled in England*. However, whereas the CJJA 1982 is confined to civil and commercial matters only, *RSC O.11, r.1(1)(a)* has wider scope in that it is not restricted to cases which involve only those issues.

r.1(1)(b). Where an injunction is sought ordering the defendant to do or refrain from doing anything within the jurisdiction.

The central point of this paragraph is that the injunction must be the real remedy which is sought. It will not suffice if it is only *incidental* to the relief the plaintiff seeks.²² Thus, under this sub rule, if a *Mareva injunction* is to be granted, the effect of which is to prevent a defendant from removing his assets from the jurisdiction until the dispute is resolved, then *the defendant must be subject to the jurisdiction of the court other than through the operation of this sub rule: The Siskina (1977)*.²³

r.1(1)(c). Service on a person who is a necessary or proper party.

This paragraph is concerned with the situation where there are two defendants: a first defendant who has already been served with a writ; and a second defendant whom the plaintiff now wishes to serve out of the jurisdiction. The purpose of this provision is to ensure that all the necessary and proper parties can have their dispute resolved in one trial. The second defendant will not be a necessary or proper party if he has, for example, either a good defence in law to P's claim and, thus, P's claim is doomed to fail:²⁴ or P's rights are predominantly against the first D from whom full recovery is possible.²⁵ Furthermore, leave will be refused if the claim against the first defendant is bound to fail, i.e. the process of serving a writ on D1 is a sham: he is, as described by *Collier*, a mere dummy, sued in order to get D2 before the court.

A ship belonging to D2, a domiciled Scotsman, docked in the Thames for unloading, as arranged by D, a London broker. P's husband was killed during the unloading. P sued D1, and attempted to serve a writ on D2 in Scotland. **HELD:** Leave to serve the writ was refused: D1 could not possibly have been liable to P.²⁶

r.1(1)(d). This paragraph dealing with *claims brought to enforce, rescind, dissolve, annul or otherwise affect a contract, or to recover damages or obtain other relief in respect of the breach of a contract* is further divided into four provisions which are alternatives. Leave may be granted where the contract in question:

²² *Rosler v Hilbery (1925)*.

²³ The reverse decision would now apply in relation to defendants domiciled in a Contracting State: *CJJA 1982, s.25* as amended

²⁴ *Multinational Gas and Petrochemical Company v Multinational Gas and Petrochemical Services Ltd.* (1983);

²⁵ *Chaney v Murphy (1948)*.

²⁶ *Witted v Galbraith (1893)*

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a) was made within the jurisdiction.

Whether the contract was made in England or abroad is a matter to be decided by the standard rules applicable to the English domestic law of contract. Accordingly, a contract is made where a letter of acceptance is posted²⁷: though in the case of instantaneous means of communication the contract has been held to be made where the acceptance is communicated to the offeror.²⁸ However, the latter point may not be a rule of general application because "Since 1955 [when the *Entores* case was decided] the use of telex communication has been greatly expanded, and there are many variants on it. The senders and recipients may not be the principals to the contemplated contract. They may be servants or agents with limited authority. The message may not reach, or be intended to reach, the designated recipient immediately: messages may be sent out of office hours, or at night, with the intention, or on the assumption, that they may be read at a later time ... No universal rule can cover all such cases; they must be resolved by reference to the intentions of the parties, by sound business practice and in some cases by judgement where the risks should lie."²⁹

b) was made by or through an agent trading or residing within the jurisdiction on behalf of a principal trading or residing out of the jurisdiction.

Two points to be noted are: (i) the agent does not have to *make* the contract in England³⁰; it is sufficient that he exercises a means of communication³¹ to his principal abroad who, himself, concludes the contract there.³² (ii) the agent must be the *agent of the defendant* and not the agent of the *plaintiff*.³³

c) is by its terms or implication to be governed by English law.

In essence, this means that the law governing the contract, i.e. the *proper law of the contract*, is English law, irrespective of the law district in which the contract was concluded.³⁴

iv. contains a term to the effect that the High Court shall have jurisdiction to hear and determine any action in respect of the contract.

This is the statutory authority providing for the service of a writ on a defendant who is abroad but who has already contractually submitted to the jurisdiction of the English court. It would appear that the express agreement to submit to the jurisdiction means that the court need not exercise the same extreme caution prior to permitting service of the writ out of the jurisdiction.³⁵

r.1(1)(e). Where the claim is brought in respect of a breach committed within the jurisdiction of a contract made within or out of the jurisdiction, and irrespective of the fact, if such be the case, that the breach was preceded or accompanied by a breach committed out of the jurisdiction that rendered impossible the performance of so much of the contract as ought to have been performed within the jurisdiction.³⁶

Brinkibon v Stahag Stahl (1980) is authority for the proposition that the English law of contract determines where the breach was committed; and English law has decided that a letter repudiating a contract has the effect of breaching the contract in the law district where it was posted and not where it is received.³⁷ However, if a principal in a foreign country instructs his agent in England to repudiate a contract within the jurisdiction, and the agent does so, then the breach takes place in England and so the court may grant leave to serve a writ under r.1(1)(e). That English law is not the proper law of a contract makes no difference to the effect of this sub rule: if the contract is breached in England, the English court has jurisdiction.³⁸

r.1(1)(f). Where the claim is founded on a tort and the damage was sustained, or resulted from an act committed, within the jurisdiction.

27 *Benaim v Debono* (1924);

28 *Entores v Miles Far Fast Corporation* (1955).

29 per Lord Wilberforce, *Brinkibon v Stahag Stahl* (1982).

30 if this was the case it could come under (i), above

31 i.e. *the contract was made ... through an agent ...*]

32 *National Mortgage And Agency Co. Of New Zealand v Gosselin* (1922).

33 *Union International Insurance Co. v Jubilee Insurance Co.* (1991).

34 The leading case on the proper law of the contract, is *Amin Rasheed Shipping Corp. v Kuwait Insurance Co.* (1983), in which leave was not granted

35 *The Chaparral* (1968).

36 The words in italics were introduced to reverse the decision in *Johnson v Taylor* (1920); i.e. that the rule was not applicable if the breach was subsidiary to the substantial breach abroad (Sweden) which rendered the breach which took place in England inevitable.

37 *Martin v Stout* (1925).

38 *Oppenheimer v Louis Rosenthal* (1937).

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This rule has been modeled on **Art.5(3) of the Brussels Convention 1968**, although in applying r.1(1)(f), the court applies exclusively English law. In *Metall und Rohstoff AG v. Donaldson, Lufkin & Jenrette, Slade LJ* said this paragraph permitted the English court to assume jurisdiction *if either the plaintiff sustained some significant damage in England or the damage resulted from substantial and efficacious acts committed by the defendant in England*. However, at least three weaknesses of this rule have been identified by *Cheshire & North* who say that: *Rule 1(1)(f) does not cover [i] injunctions to restrain threatened wrongs; nor [ii] is it appropriately worded to deal with cases of libel, since these do not require proof of damage to be actionable; nor [iii] does it solve all the definitional problems that can arise.*³⁹

Summary

The traditional rules of jurisdiction relate to the serving of a writ when: (a) the defendant is present in the jurisdiction; or (b) when the defendant submits to the jurisdiction of the English court; or (c) the English court exercising its discretion under RSC O.11 r.1 in relation to exorbitant jurisdiction and granting leave to serve a writ on a defendant who is abroad. Of the fourteen heads under r.1(1), the most important are those from (a) to (f) inclusive. (d) has four subdivisions.

References:

Cheshire & North, Private International Law, 12/e. London: Butterworths, 1992, Ch. 11.

Collier, The Conflict of Laws, 2/e. Cambridge: C.U.P., 1994, Ch.7

Clarkson & Hill, Jaffey on the Conflict of Laws. London: Butterworths, 1997, Ch.3, pp94 - 105

McClellan, Morris: The Conflict of Laws, 5/e. London: Sweet & Maxwell, 2000, Ch.6.

O'Brien, Smith's Conflict of Laws, 2/e. London: Cavendish, 1999, Chs.10 & 11.

Stone, The Conflict of Laws. London: Longman, 1995, p138!!

Short-Answer Workshop Questions

1. What is the essence of an action *in personam*?
2. When is it appropriate to apply to an action *in personam*: (a) common law jurisdiction; and (b) jurisdiction under the Brussels Convention; and (c) one of the parallel Conventions?
3. (a) What is the dictum on the basic principle relating to the traditional jurisdiction of the English courts when the defendant is present in England; and (b) how long does a defendant have to be present in England before the jurisdiction of the courts can be exercised?
4. By what methods may: (a) an individual person; (b) a partnership; and (c) a corporation be served with a writ in order to secure the jurisdiction of the English courts?
5. If a defendant challenges the jurisdiction of the English court *and* requests that the court should stay its proceedings pending the outcome of the proceedings abroad, what authority would you cite for stating that he has / has not submitted to the jurisdiction of the English court?
6. What contribution has the *House of Lords* decision in *Seaconsar Far East* made to the English Conflict of Laws?
7. According to provisions of the Civil Jurisdiction and Judgments Act 1982 (as amended) when is an individual domiciled in England and Wales?
8. A letter was posted in Ruritania repudiating a contract with a corporation in England who received the letter there. If it was confirmed that the repudiation constituted a breach of contract, where (i.e., in which country / law district) would the contract be breached?
9. In essence, what has to be proved if an overseas company is to have established a place of business within Great Britain in order that it might be served with a writ?
10. What significant points of law have been established in relation to O.11, r.1(1)(d)(ii)?

³⁹ *Cheshire & North* at p199